

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X :  
ANHUI JOYFUL MANUFACTURING &  
TRADING CO., LTD AND  
ANHUI IMPORT AND EXPORT CO., LTD,

Case No: 1:23-cv-08070

**COMPLAINT**

Plaintiffs,

-against-

M.I.S.S. SPORTWEAR, INC., AND  
THE MISS GROUP,

Defendants.  
-----X :

Plaintiffs Anhui Joyful Manufacturing & Trading Co., LTD (“Anhui Joyful”) and Anhui Import and Export Co., LTD (“Aniec”) (collectively the “Plaintiffs”), by its attorneys, Farrell Fritz, P.C., as and for its Complaint against Defendants M.I.S.S. Sportswear Inc., (“Miss Sportswear”) and The Miss Group (“Miss Group”) (collectively the “Defendants”), allege as follows:

**NATURE OF THE ACTION**

1. Plaintiffs are manufacturers and exporters of garments. They entered into a series of contracts with Defendants, domestic clothing wholesalers. Plaintiffs provided Defendants with the goods required under those contracts, and Defendants accepted those goods and received without objection Plaintiffs’ invoices for the same. But Defendants now refuse to pay Plaintiffs as required under their agreements.

**THE PARTIES**

2. At all relevant times herein, Anhui Joyful is a foreign corporation having an address at 107 Science Road, 19<sup>th</sup> Floor Tian Mao Plaza, Hefei, 230088 China.

3. At all relevant times herein, Aniec is a foreign corporation having an address at 107 Science Road, 19<sup>th</sup> Floor Tian Mao Plaza, Hefei, 230088 China.

4. Upon information and belief, Miss Sportswear is New York corporation with its principal place of business in 209 W 38th Street, New York, NY, 10018.

5. Upon information and belief, Miss Group is a New York corporation with its principal place of business in 209 W 38th Street, New York, NY, 10018.

### **JURISDICTION**

6. Jurisdiction in this Court is proper pursuant to 28 U.S.C. § 1332(a) because the matter in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs, and is between citizens of different States.

7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because jurisdiction is founded on diversity of citizenship, and a substantial part of the events or omissions giving rise to the claim occurred in this District.

### **FACTS COMMON TO ALL CAUSES OF ACTION**

8. Plaintiffs are in the business of manufacturing and exporting garments.

9. At all times relevant herein, Defendants are domestic and import clothing manufacturers.

10. Defendants placed orders with Plaintiff Anhui Joyful for certain products, such orders include (*see* Purchase Orders annexed hereto and incorporated herein as **Exhibit “1”**):

- a. Purchase Order No. M19584, dated May 16, 2022, in the amount of \$46.00; and
- b. Purchase Order No. M19585, dated May 16, 2022, in the amount of \$9,154.00; and
- c. Purchase Order No. M19586, dated May 16, 2022, in the amount of \$7,360.00; and
- d. Purchase Order No. M19597, dated May 17, 2022, in the amount of \$92.00; and
- e. Purchase Order No. M19598, dated May 17, 2022, in the amount of \$15,088.00; and

- f. Purchase Order No. M19599, dated May 17, 2022, in the amount of \$8,280.00; and
- g. Purchase Order No. M19620, dated May 17, 2022, in the amount of \$7,568.00; and
- h. Purchase Order No. M19621, dated May 17, 2022, in the amount of \$1,810.30; and
- i. Purchase Order No. M19622, dated May 17, 2022, in the amount of \$11,352.00; and
- j. Purchase Order No. M19623, dated May 17, 2022, in the amount of \$15,209.00; and
- k. Purchase Order No. M19600, dated May 18, 2022, in the amount of \$1,472.00; and
- l. Purchase Order No. M19601, dated May 18, 2022, in the amount of \$2,760.00; and
- m. Purchase Order No. M19602, dated May 18, 2022, in the amount of \$736.00; and
- n. Purchase Order No. M19603, dated May 18, 2022, in the amount of \$1,380.00; and
- o. Purchase Order No. M19604, dated May 18, 2022, in the amount of \$1,380.00; and
- p. Purchase Order No. M19605, dated May 18, 2022, in the amount of \$1,656.00; and
- q. Purchase Order No. M19606, dated May 18, 2022, in the amount of \$1,656.00; and
- r. Purchase Order No. M19607, dated May 18, 2022, in the amount of \$1,104.00; and
- s. Purchase Order No. M19608, dated May 18, 2022, in the amount of \$823.40; and
- t. Purchase Order No. M19609, dated May 18, 2022, in the amount of \$1,104.00; and
- u. Purchase Order No. M19618, dated May 19, 2022, in the amount of \$6,394.00; and
- v. Purchase Order No. M19619, dated May 19, 2022, in the amount of \$4,963.40; and
- w. Purchase Order No. M19638, dated May 24, 2022, in the amount of \$4,140.00; and
- x. Purchase Order No. M19639, dated May 24, 2022, in the amount of \$3,316.60; and

- y. Purchase Order No. M1640, dated May 24, 2022, in the amount of \$2,760.00; and
- z. Purchase Order No. M1641, dated May 24, 2022, in the amount of \$2,162.00; and
- aa. Purchase Order No. M1642, dated May 24, 2022, in the amount of \$46.00; and
- bb. Purchase Order No. M19758, dated September 6, 2022, in the amount of \$38,112.00; and
- cc. Purchase Order No. M19763, dated September 6, 2022, in the amount of \$44,256.00; and
- dd. Purchase Order No. M20048, dated October 31, 2022, in the amount of \$122.00; and
- ee. Purchase Order No. M20049, dated October 31, 2022, in the amount of \$15,555.00; and
- ff. Purchase Order No. M20050, dated October 31, 2022, in the amount of \$7,625.00; and
- gg. Purchase Order No. M20051, dated October 31, 2022, in the amount of \$2,440.00; and
- hh. Purchase Order No. M20052, dated October 31, 2022, in the amount of \$915.00; and
- ii. Purchase Order No. M20053, dated October 31, 2022, in the amount of \$2,440.00; and
- jj. Purchase Order No. M20054, dated October 31, 2022, in the amount of \$915.00; and
- kk. Purchase Order No. M20055, dated October 31, 2022, in the amount of \$915.00; and
- ll. Purchase Order No. M20056, dated October 31, 2022, in the amount of \$91.50; and
- mm. Purchase Order No. M20057, dated October 31, 2022, in the amount of \$10,370.00; and
- nn. Purchase Order No. M20058, dated October 31, 2022, in the amount of \$7,015.00; and
- oo. Purchase Order No. M20059, dated October 31, 2022, in the amount of \$3,965.00; and
- pp. Purchase Order No. M20060, dated October 31, 2022, in the amount of \$1,220.00; and
- qq. Purchase Order No. M20061, dated October 31, 2022, in the amount of \$140.00; and

- rr. Purchase Order No.M20062, dated October 31, 2022, in the amount of \$12,810.00; and
- ss. Purchase Order No.M20063, dated October 31, 2022, in the amount of \$8,540.00; and
- tt. Purchase Order No.M20064, dated October 31, 2022, in the amount of \$2,440.00; and
- uu. Purchase Order No.M20067, dated October 31, 2022, in the amount of \$3,050.00; and
- vv. Purchase Order No.M20068, dated October 31, 2022, in the amount of \$3,050.00; and
- ww. Purchase Order No.M20069, dated October 31, 2022, in the amount of \$3,050.00; and
- xx. Purchase Order No.M20070, dated October 31, 2022, in the amount of \$4,575.00; and
- yy. Purchase Order No.M20071, dated October 31, 2022, in the amount of \$3,050.00; and
- zz. Purchase Order No.M20072, dated October 31, 2022, in the amount of \$3,050.00; and
- aaa. Purchase Order No.M20073, dated October 31, 2022, in the amount of \$3,050.00; and
- bbb. Purchase Order No.M20074, dated October 31, 2022, in the amount of \$4,880.00; and
- ccc. Purchase Order No.M20075, dated October 31, 2022, in the amount of \$3,050.00; and
- ddd. Purchase Order No.M20076, dated October 31, 2022, in the amount of \$3,050.00; and
- eee. Purchase Order No.M20077, dated October 31, 2022, in the amount of \$3,050.00; and
- fff. Purchase Order No.M20078, dated October 31, 2022, in the amount of \$4,575.00; and
- ggg. Purchase Order No.M20079, dated October 31, 2022, in the amount of \$3,660.00; and
- hhh. Purchase Order No.M20080, dated November 3, 2022, in the amount of \$3,660.00; and
- iii. Purchase Order No.M20081, dated November 3, 2022, in the amount of \$1,738.00; and
- jjj. Purchase Order No.M20082, dated November 3, 2022, in the amount of \$2,501.10; and

- kkk. Purchase Order No.M20083, dated November 3, 2022, in the amount of \$63.00; and
- lll. Purchase Order No.M20084, dated November 3, 2022, in the amount of \$6,246.00; and
- mmm. Purchase Order No.M20085, dated November 3, 2022, in the amount of \$3,332.70; and
- nnn. Purchase Order No.M20086, dated November 3, 2022, in the amount of \$1,738.80; and
- ooo. Purchase Order No.M20087, dated November 3, 2022, in the amount of \$2,501.10; and
- ppp. Purchase Order No.M20088, dated November 3, 2022, in the amount of \$56.50; and
- qqq. Purchase Order No.M20089, dated November 3, 2022, in the amount of \$4,972.00; and
- rrr. Purchase Order No.M20089, dated November 3, 2022, in the amount of \$4,972.00; and
- sss. Purchase Order No.M20090, dated November 3, 2022, in the amount of \$1,994.45; and
- ttt. Purchase Order No.M20091, dated November 3, 2022, in the amount of \$2,480.35; and
- uuu. Purchase Order No.M20092, dated November 3, 2022, in the amount of \$2,344.75; and
- vvv. Purchase Order No.M20093, dated November 3, 2022, in the amount of \$3,361.75; and
- www. Purchase Order No.M20094, dated November 3, 2022, in the amount of \$7,836.24; and
- xxx. Purchase Order No.M20095, dated November 3, 2022, in the amount of \$117.00; and
- yyy. Purchase Order No.M20096, dated November 3, 2022, in the amount of \$10,881.00; and
- zzz. Purchase Order No.M20097, dated November 3, 2022, in the amount of \$12,870.00; and
- aaaa. Purchase Order No.M20103, dated November 4, 2022, in the amount of \$61.00; and
- bbbb. Purchase Order No.M20104, dated November 4, 2022, in the amount of \$7,259.00; and
- cccc. Purchase Order No.M20105, dated November 4, 2022, in the amount of \$4,120.55; and

- dddd. Purchase Order No.M20106, dated November 4, 2022, in the amount of \$1,830.00; and
- eeee. Purchase Order No.M20107, dated November 4, 2022, in the amount of \$2,440.00; and
- ffff. Purchase Order No.M20108, dated November 4, 2022, in the amount of \$91.50; and
- gggg. Purchase Order No.M20109, dated November 4, 2022, in the amount of \$9,058.50; and
- hhhh. Purchase Order No.M20110, dated November 4, 2022, in the amount of \$8,845.50; and
- iiii. Purchase Order No.M20150, dated November 10, 2022, in the amount of \$18,750.00; and
- jjjj. Purchase Order No.M20151, dated November 10, 2022, in the amount of \$18,750.00; and
- kkkk. Purchase Order No.M20152, dated November 10, 2022, in the amount of \$18,750.00; and
- llll. Purchase Order No.M20153, dated November 11, 2022, in the amount of \$18,750.00; and
- mmmm. Purchase Order No.M20154, dated November 11, 2022, in the amount of \$18,750.00; and
- nnnn. Purchase Order No.M20155, dated November 11, 2022, in the amount of \$20,592.00; and
- oooo. Purchase Order No.M20156, dated November 11, 2022, in the amount of \$20,625.00; and
- pppp. Purchase Order No.M20157, dated November 11, 2022, in the amount of \$20,625.00; and
- qqqq. Purchase Order No.M20158, dated November 10, 2022, in the amount of \$9,360.00; and
- rrrr. Purchase Order No.M20159, dated November 10, 2022, in the amount of \$9,375.00; and
- ssss. Purchase Order No.M20160, dated November 10, 2022, in the amount of \$9,375.00; and
- tttt. Purchase Order No.M20161, dated November 10, 2022, in the amount of \$9,375.00; and
- uuuu. Purchase Order No.M20162, dated November 10, 2022, in the amount of \$9,375.00; and
- vvvv. Purchase Order No.M20163, dated November 10, 2022, in the amount of \$10,312.50; and

www. Purchase Order No.M20164, dated November 10, 2022, in the amount of \$10,312.50; and

xxxx. Purchase Order No.M20165, dated November 10, 2022, in the amount of \$10,312.50; and

yyyy. Purchase Order No.M20166, dated November 10, 2022, in the amount of \$9,375.00; and

zzzz. Purchase Order No.M20167, dated November 10, 2022, in the amount of \$9,375.00; and

aaaa. Purchase Order No.M20168, dated November 10, 2022, in the amount of \$9,375.00; and

bbbb. Purchase Order No.M20169, dated November 10, 2022, in the amount of \$9,375.00; and

cccc. Purchase Order No.M20170, dated November 10, 2022, in the amount of \$9,375.00; and

dddd. Purchase Order No.M20171, dated November 11, 2022, in the amount of \$10,312.50; and

eeee. Purchase Order No.M20172, dated November 11, 2022, in the amount of \$10,312.50; and

ffff. Purchase Order No.M20173, dated November 11, 2022, in the amount of \$10,312.50; and

gggg. Purchase Order No.M20174, dated November 11, 2022, in the amount of \$10,800.00; and

hhhh. Purchase Order No.M20175, dated November 10, 2022, in the amount of \$10,800.00; and

iiii. Purchase Order No.M20176, dated November 10, 2022, in the amount of \$10,800.00; and

jjjj. Purchase Order No.M20177, dated November 11, 2022, in the amount of \$10,800.00; and

kkkk. Purchase Order No.M20178, dated November 11, 2022, in the amount of \$10,800.00; and

llll. Purchase Order No.M20179, dated November 11, 2022, in the amount of \$11,880.00; and

mmmm. Purchase Order No.M20180, dated November 11, 2022, in the amount of \$11,880.00; and

nnnn. Purchase Order No.M20181, dated November 11, 2022, in the amount of \$11,880.00; and

oooo. Purchase Order No.M20182, dated November 10, 2022, in the amount of \$5,400.00; and



ppppp. Purchase Order No.M20183, dated November 10, 2022, in the amount of \$5,400.00; and

qqqqq. Purchase Order No.M20184, dated November 10, 2022, in the amount of \$5,400.00; and

rrrrr. Purchase Order No.M20185, dated November 10, 2022, in the amount of \$5,400.00; and

sssss. Purchase Order No.M20186, dated November 10, 2022, in the amount of \$5,400.00; and

ttttt. Purchase Order No.M20187, dated November 11, 2022, in the amount of \$5,940.00; and

uuuuu. Purchase Order No.M20188, dated November 11, 2022, in the amount of \$5,940.00; and

vvvvv. Purchase Order No.M20189, dated November 11, 2022, in the amount of \$5,940.00; and

wwwww. Purchase Order No.M20190, dated November 11, 2022, in the amount of \$5,400.00; and

xxxxx. Purchase Order No.M20191, dated November 11, 2022, in the amount of \$5,400.00; and

yyyyy. Purchase Order No.M20192, dated November 11, 2022, in the amount of \$5,400.00; and

zzzzz. Purchase Order No.M20193, dated November 11, 2022, in the amount of \$5,400.00; and

aaaaa. Purchase Order No.M20194, dated November 11, 2022, in the amount of \$5,400.00; and

bbbbb. Purchase Order No.M20195, dated November 11, 2022, in the amount of \$5,940.00; and

ccccc. Purchase Order No.M20196, dated November 11, 2022, in the amount of \$5,940.00; and

dddddd. Purchase Order No.M20197, dated November 11, 2022, in the amount of \$5,940.00; and

eeeee. Purchase Order No.M20312, dated January 4, 2023, in the amount of \$5,220.00; and

fffff. Purchase Order No.M20313, dated January 4, 2023, in the amount of \$3,480.00; and

ggggg. Purchase Order No.M20315, dated January 4, 2023, in the amount of \$48,720.00; and

hhhhh. Purchase Order No.M20316, dated January 4, 2023, in the amount of \$3,480.00; and

- iiiiii. Purchase Order No.M20317, dated January 4, 2023, in the amount of \$3,480.00; and
- jjjjjj. Purchase Order No.M20318, dated January 4, 2023, in the amount of \$3,480.00; and
- kkkkkk. Purchase Order No.M20319, dated January 4, 2023, in the amount of \$3,480.00; and
- llllll. Purchase Order No.M20320, dated January 4, 2023, in the amount of \$3,480.00; and
- mmmmmm. Purchase Order No.M20323, dated January 16, 2023, in the amount of \$20,467.20; and
- nnnnnn. Purchase Order No.M20324, dated January 16, 2023, in the amount of \$13,185.60; and
- oooooo. Purchase Order No.M20551, dated March 28, 2023, in the amount of \$27, 840.00; and
- pppppp. Purchase Order No.M20552, dated March 28, 2023, in the amount of \$20,880.00; and
- qqqqqq. Purchase Order No.M20553, dated March 28, 2023, in the amount of \$13,920.00; and
- rrrrrr. Purchase Order No.M20558, dated March 28, 2023, in the amount of \$18,450.00; and
- ssssss. Purchase Order No.M20559, dated March 28, 2023, in the amount of \$18,450.00.

11. Defendants placed orders with Plaintiff Aniec for certain products, such orders include (*see* Purchase Orders annexed hereto and incorporated herein as **Exhibit “2”**):

- a. Purchase Order No. M19783, dated September 13, 2022, in the amount of \$84,298.00; and
- b. Purchase Order No. M19784, dated September 13, 2022, in the amount of \$29,965.00; and
- c. Purchase Order No. M19785, dated September 13, 2022, in the amount of \$25,805.00; and
- d. Purchase Order No. M19786, dated September 13, 2022, in the amount of \$11,250.00; and
- e. Purchase Order No. M19787, dated September 13, 2022, in the amount of \$10,140.00; and
- f. Purchase Order No. M19788, dated September 13, 2022, in the amount of \$13,000.00; and

- g. Purchase Order No. M19789, dated September 13, 2022, in the amount of \$49,982.00; and
- h. Purchase Order No. M19790, dated September 13, 2022, in the amount of \$14,291.00; and
- i. Purchase Order No. M19791, dated September 13, 2022, in the amount of \$12,307.00; and
- j. Purchase Order No. M19792, dated September 13, 2022, in the amount of \$6,750.00; and
- k. Purchase Order No. M19793, dated September 13, 2022, in the amount of \$5,460.00; and
- l. Purchase Order No. M19794, dated September 13, 2022, in the amount of \$7,000.00; and
- m. Purchase Order No. M19795, dated September 13, 2022, in the amount of \$84,298.00; and
- n. Purchase Order No. M19796, dated September 13, 2022, in the amount of \$29,965.00; and
- o. Purchase Order No. M19797, dated September 13, 2022, in the amount of \$25,805.00; and
- p. Purchase Order No. M19798, dated September 13, 2022, in the amount of \$11,250.00; and
- q. Purchase Order No. M19799, dated September 13, 2022, in the amount of \$10,140.00; and
- r. Purchase Order No. M19800, dated September 13, 2022, in the amount of \$13,000.00; and
- s. Purchase Order No. M19801, dated September 13, 2022, in the amount of \$49,982.00; and
- t. Purchase Order No. M19802, dated September 13, 2022, in the amount of \$14,291.00; and
- u. Purchase Order No. M19803, dated September 13, 2022, in the amount of \$12,307.00; and
- v. Purchase Order No. M19804, dated September 13, 2022, in the amount of \$6,750.00; and
- w. Purchase Order No. M19805, dated September 13, 2022, in the amount of \$5,460.00; and
- x. Purchase Order No. M19806, dated September 13, 2022, in the amount of \$7,000.00; and
- y. Purchase Order No. M19807, dated September 14, 2022, in the amount of \$84,298.00; and

- z. Purchase Order No. M19808, dated September 14, 2022, in the amount of \$29,965.00; and
- aa. Purchase Order No. M19809, dated September 14, 2022, in the amount of \$25,805.00; and
- bb. Purchase Order No. M19810, dated September 14, 2022, in the amount of \$11,250.00; and
- cc. Purchase Order No. M19811, dated September 14, 2022, in the amount of \$10,140.00; and
- dd. Purchase Order No. M19812, dated September 14, 2022, in the amount of \$13,000.00; and
- ee. Purchase Order No. M19813, dated September 14, 2022, in the amount of \$49,982.00; and
- ff. Purchase Order No. M19814, dated September 14, 2022, in the amount of \$14,291.00; and
- gg. Purchase Order No. M19815, dated September 14, 2022, in the amount of \$12,307.00; and
- hh. Purchase Order No. M19816, dated September 14, 2022, in the amount of \$6,750.00; and
- ii. Purchase Order No. M19817, dated September 14, 2022, in the amount of \$5,460.00; and
- jj. Purchase Order No. M19818, dated September 14, 2022, in the amount of \$7,000.00; and
- kk. Purchase Order No. M19819, dated September 14, 2022, in the amount of \$84,298.00; and
- ll. Purchase Order No. M19820, dated September 14, 2022, in the amount of \$29,965.00; and
- mm. Purchase Order No. M19821, dated September 14, 2022, in the amount of \$25,805.00; and
- nn. Purchase Order No. M19822, dated September 14, 2022, in the amount of \$11,250.00; and
- oo. Purchase Order No. M19823, dated September 14, 2022, in the amount of \$10,140.00; and
- pp. Purchase Order No. M19824, dated September 14, 2022, in the amount of \$13,000.00; and
- qq. Purchase Order No. M19825, dated September 14, 2022, in the amount of \$49,982.00; and
- rr. Purchase Order No. M19826, dated September 14, 2022, in the amount of \$14,291.00; and

- ss. Purchase Order No. M19827, dated September 14, 2022, in the amount of \$12,307.00; and
- tt. Purchase Order No. M19828, dated September 14, 2022, in the amount of \$6,750.00; and
- uu. Purchase Order No. M19829, dated September 14, 2022, in the amount of \$5,460.00; and
- vv. Purchase Order No. M19830, dated September 14, 2022, in the amount of \$7,000.00; and
- ww. Purchase Order No. M19834, dated September 14, 2022, in the amount of \$49,982.00; and
- xx. Purchase Order No. M19835, dated September 14, 2022, in the amount of \$14,291.00; and
- yy. Purchase Order No. M19836, dated September 14, 2022, in the amount of \$12,307.00; and
- zz. Purchase Order No. M19837, dated September 14, 2022, in the amount of \$6,750.00; and
- aaa. Purchase Order No. M19838, dated September 14, 2022, in the amount of \$5,460.00; and
- bbb. Purchase Order No. M19839, dated September 14, 2022, in the amount of \$7,000.00; and
- ccc. Purchase Order No. M19840, dated September 13, 2022, in the amount of \$84,298.00; and
- ddd. Purchase Order No. M19841, dated September 13, 2022, in the amount of \$29,965.00; and
- eee. Purchase Order No. M19842, dated September 13, 2022, in the amount of \$25,805.00; and
- fff. Purchase Order No. M19843, dated September 13, 2022, in the amount of \$11,250.00; and
- ggg. Purchase Order No. M19844, dated September 13, 2022, in the amount of \$10,140.00; and
- hhh. Purchase Order No. M19845, dated September 13, 2022, in the amount of \$10,140.00; and
- iii. Purchase Order No. M19846, dated September 13, 2022, in the amount of \$13,000.00; and
- jjj. Purchase Order No. M19855, dated September 29, 2022, in the amount of \$7,376.00; and
- kkk. Purchase Order No. M19856, dated September 29, 2022, in the amount of \$6,352.00; and

- lll. Purchase Order No. M19857, dated September 29, 2022, in the amount of \$14,752.00; and
- mmm. Purchase Order No. M19858, dated September 29, 2022, in the amount of \$12,704.00; and
- nnn. Purchase Order No. M19859, dated September 29, 2022, in the amount of \$14,752.00; and
- ooo. Purchase Order No. M19860, dated September 29, 2022, in the amount of \$12,704.00; and
- ppp. Purchase Order No. M19861, dated September 29, 2022, in the amount of \$7,376.00; and
- qqq. Purchase Order No. M19862, dated September 29, 2022, in the amount of \$6,352.00; and
- rrr. Purchase Order No. M19863, dated September 29, 2022, in the amount of \$6,352.00; and
- sss. Purchase Order No. M19864, dated September 29, 2022, in the amount of \$7,376.00; and
- ttt. Purchase Order No. M19865, dated September 29, 2022, in the amount of \$7,376.00; and
- uuu. Purchase Order No. M19866, dated September 29, 2022, in the amount of \$6,352.00; and
- vvv. Purchase Order No. M19867, dated September 29, 2022, in the amount of \$14,752.00; and
- www. Purchase Order No. M19868, dated September 29, 2022, in the amount of \$12,704.00; and
- xxx. Purchase Order No. M19869, dated September 29, 2022, in the amount of \$14,752.00; and
- yyy. Purchase Order No. M19870, dated September 29, 2022, in the amount of \$12,704.00; and
- zzz. Purchase Order No. M19871, dated September 29, 2022, in the amount of \$7,376.00; and
- aaaa. Purchase Order No. M19872, dated September 29, 2022, in the amount of \$6,352.00; and
- bbbb. Purchase Order No. M19873, dated September 29, 2022, in the amount of \$14,752.00; and
- cccc. Purchase Order No. M19874, dated September 29, 2022, in the amount of \$12,704.00; and
- dddd. Purchase Order No. M19937, dated October 14, 2022, in the amount of \$48,000.00; and

eeee. Purchase Order No. M19938, dated October 14, 2022, in the amount of \$24,000.00; and

ffff. Purchase Order No. M19939, dated October 14, 2022, in the amount of \$48,000.00; and

gggg. Purchase Order No. M19940, dated October 14, 2022, in the amount of \$24,000.00; and

hhhh. Purchase Order No. M20040, dated October 28, 2022, in the amount of \$61.00; and

iiii. Purchase Order No. M20041, dated October 28, 2022, in the amount of \$8,540.00; and

jjjj. Purchase Order No. M20042, dated October 28, 2022, in the amount of \$3,355.00; and

kkkk. Purchase Order No. M20043, dated October 28, 2022, in the amount of \$4,880.00; and

llll. Purchase Order No. M20044, dated October 28, 2022, in the amount of \$61.00; and

mmmm. Purchase Order No. M20045, dated October 28, 2022, in the amount of \$8,235.00; and

nnnn. Purchase Order No. M20046, dated October 28, 2022, in the amount of \$2,745.00; and

oooo. Purchase Order No. M20047, dated October 28, 2022, in the amount of \$2,745.00; and

pppp. Purchase Order No. M20554, dated March 28, 2023, in the amount of \$25,620.00; and

qqqq. Purchase Order No. M20555, dated March 28, 2023, in the amount of \$10,248.00; and

rrrr. Purchase Order No. M20556, dated March 28, 2023, in the amount of \$10,248.00; and

ssss. Purchase Order No. M20557, dated March 28, 2023, in the amount of \$5,124.00; and

tttt. Purchase Order No. M20560, dated March 28, 2023, in the amount of \$15,660.00; and

uuuu. Purchase Order No. M20561, dated March 28, 2023, in the amount of \$15,660.00.

12. Plaintiffs Anhui Joyful and Aniec duly fulfilled the orders according to the terms and conditions of the purchase orders.

13. Defendants accepted the goods sold and delivered according to the terms and conditions of the purchase orders, as evidenced by, among other things (*see* Proof of Delivery annexed hereto and incorporated herein as **Exhibit “3”**):

- a. Proof of Delivery Container No. PVCU3019916, dated September 19, 2022; and
- b. Proof of Delivery Container No. TGBU9830690, dated January 24, 2023; and
- c. Proof of Delivery Container No. OOCU7987371, dated January 25, 2023; and
- d. Proof of Delivery Container No. OOLU8735067, dated February 9, 2023; and
- e. Proof of Delivery Container No. FFAU2422820, dated February 13, 2023; and
- f. Proof of Delivery Container No. CXDU2027336, dated February 26, 2023; and
- g. Proof of Delivery Container No. FFAU2443588, dated March 15, 2023; and
- h. Proof of Delivery Container No. CCLU7443609, dated March 24, 2023; and
- i. Proof of Delivery Container No. SEGU4882483, dated April 10, 2023; and
- j. Proof of Delivery Container No. 00LU9726666 dated April 11, 2023; and
- k. Proof of Delivery Container No. TGHU6926110, dated April 14, 2023; and
- l. Proof of Delivery Container No. 00LU8392939, dated April 14, 2023; and
- m. Proof of Delivery Container No. FSCU8728305, dated April 21, 2023; and
- n. Proof of Delivery Container No. FSCO8903932, dated April 21, 2023; and
- o. Proof of Delivery Container No. FFAU2660238, dated June 19, 2023; and
- p. Proof of Delivery Container No. TCNU5044141, dated July 3, 2023.

14. Anhui Joyful provided the following invoices which were sent to and received by Defendants, without objection for the goods sold and delivered (*see* Invoices annexed hereto and incorporated herein as **Exhibit “4”**):



- a. Invoice No. JF22A191LR, dated August 11, 2022, in the amount of \$114,648.60; and
- b. Invoice No. JF23A018LR, dated March 17, 2023, in the amount of \$116,316.00; and
- c. Invoice No. JF23A020LR, dated March 17, 2023, in the amount of \$124,272.00; and
- d. Invoice No. JF23A022LR, dated April 17, 2023, in the amount of \$106,723.20; and
- e. Invoice No. JF23A091LF, dated June 10, 2023, in the amount of \$98,806.80; and
- f. Invoice No. JF23A017LR, dated August 16, 2023, in the amount of \$138,588.00; and
- g. Invoice No. JF23A019LR, dated August 16, 2023, in the amount of \$114,768.00.

15. Aniec provided the following invoices which were sent to and received by Defendants, without objection for the goods sold and delivered (*see* Invoices annexed hereto and incorporated herein as **Exhibit “5”**):

- a. Invoice No. AIE230176LR, dated January 19, 2023, in the amount of \$225,093.20; and
- b. Invoice No. AIE230524LR, dated March 1, 2023, in the amount of \$225,809.52; and
- c. Invoice No. AIE230523LR, dated March 6, 2023, in the amount of \$164,052.38; and
- d. Invoice No. AIE230974RE, dated May 30, 2023, in the amount of \$82,038.00; and
- e. Invoice No. AIE221481LR, dated August 16, 2023, in the amount of \$200,630.22; and
- f. Invoice No. AIE221482LR, dated August 16, 2023, in the amount of \$213,472.80; and
- g. Invoice No. AIE230177LR, dated August 16, 2023, in the amount of \$226,025.94; and
- h. Invoice No. AIE230178LR, dated August 16, 2023, in the amount of \$249,140.91; and
- i. Invoice No. AIE230179LR, dated August 16, 2023, in the amount of \$228,319.56; and
- j. Invoice No. AIE230522LR, dated August 16, 2023, in the amount of \$224,213.33.

16. Despite demand by Plaintiffs, Defendants have failed and refused to pay the amounts due and owing Plaintiffs.

17. Defendants have breached their contractual obligations to Plaintiffs forcing Plaintiffs to commence this action.

**FIRST CAUSE OF ACTION**

*(Breach of Contract by Anhui Joyful against all Defendants)*

18. Plaintiffs repeat and reallege each of the foregoing allegations as if set forth fully herein.

19. Anhui Joyful and Defendants executed binding and enforceable agreements, to wit, the purchase orders annexed hereto as **Exhibit “1”**.

20. Anhui Joyful fully performed under the agreements by selling and delivering goods ordered by Defendants at the fair, reasonable and agreed value of said goods, all in the sum of \$814,122.60.

21. Defendants made payments to Anhui Joyful in the amount of \$74,910.00 leaving \$739,212.60 (“Anhui Joyful Invoice Balance”) due for the goods sold, delivered and accepted as of July 2023.

22. Defendants have failed to pay the Anhui Joyful Invoice Balance, despite due demand.

23. Defendants breached the agreements by failing to pay Anhui Joyful for the goods sold and delivered.

24. As a direct and proximate result of Defendants’ breach, Anhui Joyful has been damaged in the amount of \$739,212.60, plus interests and costs.

**SECOND CAUSE OF ACTION**

*(Breach of Contract by Aniec against all Defendants)*

25. Plaintiffs repeat and reallege each of the foregoing allegations as if set forth fully herein.

26. Aniec and Defendants executed binding and enforceable agreements, to wit, the purchase orders annexed hereto as **Exhibit “2”**.

27. Aniec fully performed under the agreements by selling and delivering goods ordered by Defendants at the fair, reasonable and agreed value of said goods, all in the sum of \$2,038,795.86.

28. Defendants made payments to Aniec in the amount of \$209,330.88 leaving \$1,829,464.98 (“Aniec Invoice Balance”) due for the goods sold, delivered and accepted as of July 2023.

29. Defendants have failed to pay the Aniec Invoice Balance, despite due demand.

30. Defendants breached the agreements by failing to pay Aniec for the goods sold and delivered.

31. As a direct and proximate result of Defendants’ breach, Aniec has been damaged in the amount of \$1,829,464.98, plus interest and costs.

**THIRD CAUSE OF ACTION**

*(Account Stated by Anhui Joyful against all Defendants)*

32. Plaintiffs repeat and reallege each of the foregoing allegations as if set forth fully herein.

33. Anhui Joyful and Defendants entered into agreements, pursuant to which Anhui Joyful agreed to sell and deliver goods ordered by Defendants.

34. Anhui Joyful performed the work agreed upon by the parties.

35. Anhui Joyful sent to Defendants monthly invoices (“Anhui Joyful Invoices”), reflecting fair and agreed-upon value for the goods provided to Defendants by Anhui Joyful all in the sum of \$814,122.60, to wit, the invoices annexed hereto as **Exhibit “4”**.

36. Defendants accepted and received the Anhui Joyful Invoices without objection and never disputed the amounts therein or the quality of goods provided.

37. As such, the Anhui Joyful Invoices constitute an account stated between Anhui Joyful and Defendants.

38. By failing to refute any particular item contained in the Anhui Joyful Invoices, Defendants expressly or impliedly agreed to the account.

39. Defendants made payments to Anhui Joyful in the amount of \$74,910.00 leaving \$739,212.60 due for the goods sold, delivered and accepted as of July 2023.

40. Nevertheless, Defendants have failed and refused to pay the Anhui Joyful Invoice Balance due to Anhui Joyful in the amount of \$739,212.60, despite due demand.

41. By reason of the foregoing, Anhui Joyful has suffered, and is entitled to, damages in the amount of \$739,212.60 plus statutory interest measured from the date of Defendants’ breach.

#### **FOURTH CAUSE OF ACTION**

*(Account Stated by Aniec against all Defendants)*

42. Plaintiffs repeat and reallege each of the foregoing allegations as if set forth fully herein.

43. Aniec and Defendants entered into agreements, pursuant to which Anhui Joyful agreed to sell and deliver goods ordered by Defendants.

44. Aniec performed the work agreed upon by the parties.

45. Aniec sent Defendants monthly invoices (“Aniec Invoices”) reflecting the fair and agreed-upon value for the goods sold and delivered to Defendants by Aniec all in the sum of \$2,038,795.86, to wit, the invoices annexed hereto as **Exhibit “5”**.

46. Defendants accepted and received the Aniec Invoices without objection and never disputed the amounts therein or the quality of goods provided.

47. As such, the Aniec Invoices constitute an account stated between Aniec and Defendants.

48. By failing to refute any particular item contained in the Aniec Invoices, Defendants expressly or impliedly agreed to the account.

49. Defendants made payments to Aniec in the amount of \$209,330.88 leaving \$1,829,464.98 due for the goods sold, delivered and accepted as of July 2023.

50. Nevertheless, Defendants have failed and refused to pay the Aniec Invoice Balance due to Aniec in the amount of \$1,829,464.98, despite due demand.

51. By reason of the foregoing, Aniec has suffered, and is entitled to, damages in the amount of \$1,829,464.98 plus statutory interest measured from the date of Defendants’ breach.

#### **FIFTH CAUSE OF ACTION**

*(Goods Sold and Delivered by Anhui Joyful against all Defendants)*

52. Plaintiffs repeat and reallege each of the foregoing allegations as if set forth fully herein.

53. During the period from May 16, 2022 through March 28, 2023, Defendants ordered and Anhui Joyful sold and delivered the goods to Defendants at the agreed price and reasonable value as more fully set forth by the terms of the purchase orders (**Exhibit “1”**) and the Anhui Joyful Invoices (**Exhibit “4”**).

54. Defendants accepted the goods, with no objection.

55. The aforesaid goods sold and delivered are valued at \$739,212.60.

56. Despite Defendants' receipt of the goods, Defendants have failed and refused to pay Anhui Joyful for the agreed sum of \$739,212.60.

57. Despite Anhui Joyful's demand upon Defendants for payment, Defendants have failed and refused to pay Anhui Joyful for amount of \$739,212.60 although such amount is due and owing.

58. As a direct and proximate result thereof, Anhui Joyful has been damaged in the sum of \$739,212.60, plus interest and costs.

**SIXTH CAUSE OF ACTION**

*(Goods Sold and Delivered by Aniec against all Defendants)*

59. Plaintiffs repeat and reallege each of the foregoing allegations as if set forth fully herein.

60. During the period from September 13, 2022 through March 28, 2023, Defendants ordered and Aniec sold and delivered the goods to Defendants at the agreed price and reasonable value as more fully set forth by the terms of the purchase orders (**Exhibit "2"**) and the Aniec Invoices (**Exhibit "5"**).

61. Defendants accepted the goods, with no objection.

62. The aforesaid goods sold and delivered are valued at \$1,829,464.98.

63. Despite Defendants' receipt of the goods, Defendants have failed and refused to pay Aniec for the agreed sum of \$1,829,464.98.

64. Despite Aniec's demand upon Defendants for payment, Defendants have failed and refused to pay Aniec for the amount of \$1,829,464.98 although such amount is due and owing.

65. As a direct and proximate result thereof, Aniec has been damaged in the sum of \$1,829,464.98, plus interest and costs.

**WHEREFORE**, Plaintiffs respectfully demand judgment as follows:

- i) On the First Cause of Action, money damages in the amount of \$739,212.60, plus interest and costs;
- ii) On the Second Cause of Action, money damages in the amount of \$1,829,464.98, plus interest and costs;
- iii) On the Third Cause of Action, money damages in the amount of \$739,212.60 with statutory interest measured from the date of Defendants' breach;
- iv) On the Fourth Cause of Action, money damages in the amount of \$1,829,464.98 with statutory interest measured from the date of Defendants' breach;
- v) On the Fifth Cause of Action, money damages in the amount of \$739,212.60, plus interest and costs;
- vi) On the Sixth Cause of Action, money damages in the amount to be determined at trial, but in no event less than \$1,829,464.98, plus interest and cost; and
- vii) Awarding Plaintiffs such other and further relief which the Court deems just and proper.

Dated: New York, New York  
September 11, 2023

FARRELL FRITZ, P.C

By: 

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